

WEST DES MOINES / WESTCOM TEAMSTERS 07-10
#238 (DISPATCHERS)

RECEIVED

2007 DEC 19 AM 9:11

PUBLIC EMPLOYMENT
RELATIONS BOARD

CONTRACT

CITY OF WEST DES MOINES

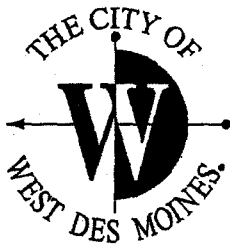
and

WESTCOM TEAMSTERS LOCAL 238

July 1, 2007

through

June 30, 2010



832

TABLE OF CONTENTS

PAGE

	Preamble	-1-
Article 1	Recognition	-1-
Article 2	Management Rights	-1-
Article 3	Discrimination	-2-
Article 4	Union Representation	-2-
Article 5	No Strike – No Lockout	-3-
Article 6	Work Rules	-3-
Article 7	Use of Bulletin Boards	-3-
Article 8	Probationary Period	-3-
Article 9	Performance Appraisals	-4-
Article 10	Seniority	-5-
Article 11	Reduction in Force	-5-
Article 12	Re-employment	-5-
Article 13	Disciplinary Action	-6-
Article 14	Hours of Work and Overtime	-7-
Article 15	Vacation and Sick Leave	-8-
Article 16	Family and Medical Leave	-11-
Article 17	Military Leave	-11-
Article 18	Funeral and Jury Duty Leaves	-11-
Article 19	Holidays	-12-
Article 20	Longevity	-12-
Article 21	Pay Period	-13-
Article 22	Supplemental Pay	-13-
Article 23	Court Appearances	-13-
Article 24	Uniform and Clothing Provisions	-13-
Article 25	Wages	-13-
Article 26	Holiday Pay	-14-
Article 27	Call Time and Extra Duty	-14-
Article 28	Insurance	-14-
Article 29	Training and Career Development	-15-
Article 30	Membership and Check-Off	-17-
Article 31	Settlement of Disputes	-17-
Article 32	Union-Management Relations	-19-
Article 33	Shift Assignments – Operation Procedures	-19-
Article 34	Duration of Agreement	-19-
Appendix A	Wage Schedule (2007-10FY)	-21-
	Letter of Agreement	-22-

PREAMBLE

This Agreement entered into by the City of West Des Moines, Iowa, hereafter referred to as the "City," and Teamsters Local Union No. 238, hereafter called the "Union," has as its purpose the harmonious and cooperative relations between the City and the Union; to work together for the public safety; to establish equitable wage scales, standards, and conditions of employment; to provide for collective bargaining and a grievance procedure for the resolution of disputes, all in accord with the Iowa Public Employment Relations Act.

ARTICLE 1 RECOGNITION

The law governing this contract shall be the Iowa Public Employment Relations Act, hereinafter referred to as the "Act" and such provisions of the Civil Service Law and local laws of the City of West Des Moines, Iowa, which are not inconsistent with the Act.

The governing body charged with the administration of the Act, as provided by law, shall be the Iowa Public Employment Relations Board, hereinafter referred to as the "Board."

Pursuant to and in accordance with all applicable provisions of the Act and in recognition of the Board's certification of the Union, the City does hereby recognize the Union during the term of this Agreement, as the sole and exclusive representative for all employees of the City included in the bargaining unit as:

Included: Dispatchers, Lead Dispatchers

Excluded: Communications Director, Dispatch Supervisor, and all those excluded by Section 4 of the Act.

During the term of this Agreement, regular part-time employees shall be compensated in accordance with the respective classification title and the starting wage for that classification. In addition, part-time employees shall receive overtime in accordance with Article 14 (Hours of Work and Overtime). Regular part-time employees are not eligible to receive any other benefits contained in this Agreement.

ARTICLE 2 MANAGEMENT RIGHTS

The City shall have and retain, in addition to its regular and customary functions, the exclusive power, duty, and right to:

- a. Direct the work of its employees, including the hiring, promotion, demotion, transfer, assignment, and retention within Westcom.
- b. Plan, direct, and control all operations and services of the Department.
- c. Determine what goods and services should be purchased.
- d. Determine the methods, means, organization and numbers of personnel by which such operations and services are to be conducted.
- e. Enforce reasonable work rules and regulations, and establish the same.
- f. Suspend or discharge employees for proper cause.
- g. Initiate, prepare, certify and administer its budget.

- h. Schedule working hours and assign overtime.

In matters not specifically covered by language within this Agreement, the Employer shall have the clear right to make decisions in such areas on a unilateral basis. No actions as taken by the City shall be in violation of the provisions contained in this Agreement.

ARTICLE 3 DISCRIMINATION

The City will not interfere with or discriminate, in respect to any term or condition of employment, against any employee covered by this Agreement because of membership in the Union or legitimate and legal activity required in this Agreement on behalf of the Union.

The Union recognizes its responsibilities as the exclusive bargaining representative and agrees to represent all employees in the unit without discrimination, restraint or coercion.

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, sexual orientation, gender identity or disability. The Union shall share equally with the City the responsibilities for applying this provision of the Agreement. Further, the Union agrees to cooperate fully in any affirmative action program or activity undertaken by the City or required of the City by any agency of the State or Federal government.

ARTICLE 4 UNION REPRESENTATION

Section 1. Bargaining. The Union may appoint a bargaining committee to represent the unit in all formal negotiations and/or discussions with the City. The Committee shall not exceed three (3) in number with one (1) alternate so designated.

Section 2. Stewards. The Employer recognizes the need of the Union to designate job stewards and alternates from the employer's seniority list. It is agreed that while the Union may appoint as many stewards as it desires, not more than one individual at any one time shall perform the duties of steward with respect to this Section and while on the employer's premises. The authority of the steward, and in his or her absence the alternates so designated by the Union, shall be limited to the following activities:

- A. Transmission of such necessary messages and information as shall originate with and be authorized by the local and its officers, and the transmission of such messages shall be: (a) on the steward's own time outside of his or her normal working hours, and (b) shall not interfere with, disrupt, or impede the normal work flow of those employees on duty.
- B. Receive, investigate, process, and assist employees in the presentation of a grievance through any step of the settlement procedure after Step 1. When the nature of a grievance requires immediate action, i.e., irreparable harm to an employee, the steward or alternate may be permitted to leave the regular work area upon request to his/her immediate supervisor and with the approval of the supervisor. Such employees will suffer no loss of their regular pay from the normal work shift when properly excused by their supervisor. However, such time spent investigating and processing any grievance shall be reasonable and commensurate with the circumstances concerning the nature at issue. Normally, such time spent shall not exceed one-half (½) hour at

any step of the grievance process and shall require the attention of no more than one (1) representative.

- C. Whenever a steward enters a work area for the purpose of investigating a complaint or a grievance, the supervisor of that area must be so notified and informed of the nature of the problem. Any such investigation shall be accomplished in such a manner as to avoid interference with the Departmental operations and the performance of any employee's job duties.

Section 3. Solicitation. The Union agrees that there will be no solicitation for membership, collection of union fees, fines or assessments, meetings or other union activities on City time except as set forth in this Article. The Union will take all reasonable measures to assure that such representatives are knowledgeable of their respective responsibilities.

ARTICLE 5 NO STRIKE – NO LOCKOUT

The Union and employees, individually and collectively agree that during the term of this Agreement they will not strike, cause a slowdown or work stoppage against the City, assist or participate in any such strike or work stoppage, or impose obligation to conduct, assist or participate in such activity. The City in return agrees that there shall be no lockout of the members of the Union.

ARTICLE 6 WORK RULES

The City has established an Operations Manual for employees of the Department, which manual shall serve as a guide to employees in the performance of their duties and achievement of the departmental mission. From time to time, pursuant to Article 2 of this Agreement, the City may adopt new work rules and/or publish changes in existing departmental work rules. The Union would expect its ideas, comments, and suggestions to be considered in the establishment of new rules or changes to the existing rules. All employees shall comply with the work rules as adopted. Any provision of the work rules which is in conflict with any provision of this contract shall be superseded by the provisions contained herein.

ARTICLE 7 USE OF BULLETIN BOARDS

The City will provide reasonable space, for official Union business, on each bulletin board in each work area of the unit. Use of the board shall be limited to the following general types of notices:

1. Listing of Union officers and officials
2. Union meetings
3. Union elections
4. Necessary and proper Union business and information

ARTICLE 8 PROBATIONARY PERIOD

Section 1. Initial Probationary Period. All original appointments shall be subject to a six (6) month probationary period. Reports shall be completed by the Dispatch

Supervisor and the probationary employee, and reviewed by the Westcom Director, to assist the employee in meeting the standards of performance of the position to which he/she has been appointed. At any time during the probationary period, an employee may be discharged, upon written notification, for any reason without right of appeal. Continuation in the position after expiration of the probationary period shall constitute permanent appointment.

- Section 2. Promotion. A full-time employee who accepts an appointment to a higher level position shall be subject to a three (3) month probationary period. In the event that, during the probationary period, the employee fails to satisfactorily perform, or determines the position is not suited to his/her qualifications or interests, the employee shall be reinstated in his/her former position.

ARTICLE 9 PERFORMANCE APPRAISALS

- Section 1. Purpose. It is agreed that an employee performance evaluation shall be used for the purpose of improving an employee's individual performance, acknowledging an employee's accomplishments, and to provide an opportunity for an employee to improve in a designated area of substandard performance prior to any disciplinary action being taken.

- Section 2. Evaluation Provisions. The parties agree that any evaluation appraisal system used by the City be carried out in a uniform manner. The following are the provisions of the system:

- A. An annual evaluation of all permanent employees in reference to the standard of work performance required shall be completed by the employee's supervisor. This evaluation shall include a discussion between the employee and his/her supervisor for the purpose of determining goals and evaluating progress toward better performance and personal development. A memorandum record of the results of these discussions shall be forwarded to the Westcom Director or designee, by the supervisor on the forms prescribed.
- B. Whenever, in an employee's personnel file, reference is made to "satisfactory performance," or "standard performance" this shall be based on the evaluation form submitted by the supervisor and determined by the Westcom Director.
- C. Each employee shall be given a copy of the evaluation form prepared by his/her supervisor regarding his/her progress.
- D. Every employee evaluation report shall be signed by the employee.
- E. A copy of each completed performance evaluation shall be forwarded to the Human Resources Office for inclusion in the employee's personnel file.

- Section 3. Exception by the Employee. In the event of an employee disagreement with the performance evaluation received, the employee may request a meeting with his/her supervisor and the Westcom Director. The purpose of this meeting is to discuss the rating and provide the employee with an opportunity to discuss the area(s) of disagreement. The supervisor may, at his/her discretion, revise the original evaluation as a result of such discussion.

If the employee still disagrees with the rating he/she may so indicate in the space provided on the evaluation form.

ARTICLE 10 SENIORITY

The seniority of employees covered by this Agreement shall be as follows:

- A. City seniority shall mean an employee's length of continuous, full-time service with the City since his/her last date of hire.
- B. Job classification seniority shall mean that seniority dating from the first day of full-time employment in the job classification of Dispatcher and Lead Dispatcher. Job classification seniority may or may not coincide with City seniority. In the event an employee has been promoted from one classification to another, seniority shall continue to accrue in any classification(s) that were formerly held.
- C. In computing seniority, any period of absence exceeding sixty calendar days in any one year, except for disability, shall be deducted from the employee's time of seniority.
- D. Lead Dispatcher: While employed in the position of Lead Dispatcher seniority for shift bidding will be based on the length of service in this job classification only.
- E. In the event a Lead Dispatcher returns to a Dispatcher position, the length of service as both Lead Dispatcher and Dispatcher will determine the seniority for vacation and shift bidding.

ARTICLE 11 REDUCTION IN FORCE

Section 1. Order of Layoff. Whenever it becomes necessary for employees to be laid off because of lack of work, lack of funds, or reorganization, the employees shall be laid off in reverse order of their seniority as defined in Article 10 of this Agreement. Provided further, however, that any reduction in the number of employees within any given classification shall be by reverse order of seniority within that classification, subject to the provisions of Chapter 400, Code of Iowa, for employees moved from a higher to lower classification. The order of layoff, by classification, shall be as follows:

- 1. Temporary employees
- 2. Part-time employees
- 3. Full-time employees

Section 2. Notice. All employees laid off in accordance with the provisions of this Article as per authority of the City shall be given written notice by the Westcom Director, of such layoff at least ten (10) days prior to the effective date, with a copy of said notice being given to the City Manager.

ARTICLE 12 RE-EMPLOYMENT

Section 1. Re-employment List. The names of employees laid off shall be placed on a re-employment list.

Section 2. Eligibility. Such persons shall be eligible for re-employment in reverse order of layoff for a period of three (3) years, provided that they are still qualified and able to perform the job.

Section 3. Removal. When an employee is notified to return to work, satisfactory arrangements to do so must be made by the employee within seven (7) calendar days of notification or he/she will be automatically dropped from the re-employment list.

ARTICLE 13 DISCIPLINARY ACTION

Section 1. Purpose and Scope. Both parties of this Agreement recognize that a certain amount of discipline is necessary for the efficiency of operation. Therefore, these certain penalties for infractions of rules and policies have been agreed upon as follows:

- A. Oral reprimand or warning;
- B. Written reprimand or warning;
- C. Suspension;
- D. Discharge;
- E. Demotion.

Section 2. Reprimand or Warning. Whenever an employee's performance falls below the required level, or when an employee's conduct falls under one of the cause for action listed in Section 5 below, the supervisor shall inform the employee promptly and specifically of such lapses. If appropriate and justified, following discussion of the matter, a reasonable time for improvement or correction may be allowed before any further disciplinary action is initiated. In situations where an oral warning has not resulted in the correction of the condition, or where more severe initial action is warranted, a written reprimand shall be sent to the employee and a copy placed in the employee's personnel file folder. An attempt shall be made to have the employee sign receipt of said copy of any written reprimand and failure to do so shall require a statement to that extent from a witness.

Section 3. Suspensions. In those cases where one or more written reprimands have not been effective, or where the seriousness of the events or conditions warrant, an employee may be suspended without pay by the Westcom Director, for a period not to exceed thirty (30) calendar days for each offense for any cause listed in Section 5.

Section 4. Dismissal. When other forms of disciplinary action have proved ineffective or where the seriousness of the offense or conditions warrant it, the Westcom Director, with the approval of the City Manager, may dismiss the employee for any cause listed in Section 5.

Section 5. Causes for Action. The following shall be causes for action:

- A. Incompetency, inefficiency, or negligence in the performance of duty.

- B. Activity which has been determined to be incompatible with his/her employment.
- C. Insubordination, constituting a serious breach of discipline.
- D. Unauthorized absences or abuse of leave privileges.
- E. Acceptance of any valuable consideration given to influence the employee in the performance of his/her duty.
- F. Falsification of any application or report or other City document.
- G. Use of official position for personal advantage.
- H. Prohibited political activity as provided by state law.
- I. Willful violation of the provisions of law.
- J. Unnecessary abuse of City property.
- K. Violation of written departmental rules.

Section 6. Investigational Interview. Any employee who is subject to an investigatory interview which may lead to a documented disciplinary action shall be given up to one hour, upon request, to arrange for representation of a union steward or his/her designee.

Section 7. Appeal. Any employee shall have the right to challenge the propriety of disciplinary action through the regular grievance procedures as stipulated and contained within this Agreement.

ARTICLE 14 HOURS OF WORK AND OVERTIME

Section 1. Hours. The City shall establish and post the hours of work within groups and shifts as determined by it to best provide the service to be rendered and to accommodate the public being served.

- A. Nothing herein shall be construed as a guarantee of the number of hours of work per day or per week, or the number of days per week.
- B. A normal shift for dispatchers working a twelve (12) hour shift shall consist of twelve (12) hours per day with a thirty (30) minute unpaid meal period and a regular assignment of eighty and one-half (80.5) hours in a pay period (including 0.5 hours of overtime). Lead Dispatchers who work a 12-hour schedule will record 11.5 hours of work for each regular shift of work, provided they receive a thirty (30) minute meal period. Normal shift assignments will be 7:00 a.m. to 7:00 p.m. or 7:00 p.m. to 7:00 a.m.
- C. A normal shift for Dispatchers working an eight (8) hour shift per day will include a fifteen (15) minute paid roll call before tour, a seven and one-half (7½) hour tour of duty, and a fifteen (15) minute debriefing. Dispatchers shall take a one-half (½) hour unpaid lunch break while on the tour of duty. The Union recognizes the need for some employees to work a shift that shall consist of seventeen (17) days and ninety-six (96)

hours of duty incorporating a schedule of 6-on/3-off followed by 6-on/2-off.

- D. A normal shift for Lead Dispatchers shall consist of twelve (12) hours per day with a thirty (30) minute unpaid meal period and a regular assignment of eighty and one-half (80.5) hours in a pay period (including 0.5 hours of overtime). Lead Dispatchers who work a 12-hour schedule will record 11.5 hours of work for each regular shift of work, provided they receive a thirty (30) minute meal period. Normal shift assignments will be 7:00 a.m. to 7:00 p.m. or 7:00 p.m. to 7:00 a.m.

Section 2. Overtime. Nothing herein shall be construed as a limitation on the Employer's rights to require overtime as conditions warrant.

- A. Overtime is all time ordered and worked in units of one-quarter ($\frac{1}{4}$) hour or more which is in excess of the assigned scheduled hours of work for an employee as outlined in Section 1 of this Article. It is the policy of the City that overtime, whether compensated by cash payment or time off shall be held to a minimum consistent with efficient operations and the provision of essential services to the public. Whenever possible, work assignments will be made in such a way as to avoid accumulation of overtime.

- B. Employees shall be credited for overtime by compensatory time or pay at time and one-half for work performed in excess of their normal assigned work schedule or duties subject to the provisions further contained in this paragraph.

The City at any time shall have the right and option to assign use of or to buy back a bargaining unit member's accumulated Compensatory time (C-time) down to a protected level of four (4) days for any individual employee. In the exercise of its right, the City shall buy down towards the protected level in a uniform manner, beginning with the unit employee with the highest level of accumulated C-time reduced through the buy back option, below the lowest level of accumulated C-time of any other bargaining unit employee, unless by mutual agreement. Accumulated compensatory time may be used in one-hour increments.

- C. Compensatory Time. Compensatory time (C-time) may be used with regular vacation schedule with the maximum (C-time) of three (3) days used with any vacation schedule.

ARTICLE 15 VACATION AND SICK LEAVE

Section 1. Vacation leave credits shall be accrued as follows:

Years of Continuous Service	Days of Vacation Earned Each Month
After 1 year through 4 years	0.8333 (2 weeks)
5 th year through 11 th year	1.2500 (3 weeks)
12 th year through 19 th year	1.666 (4 weeks)
20 th year and over	2.0830 (5 weeks)

Employees must complete the 5th, 12th, and 20th years of service to advance to the three week, four week, and five week schedules and be credited for the extra week accumulated at each step.

Section 2. Administration

- A. When an employee graduates from one vacation schedule rate to another based upon continuous years of services, the new rate shall take effect the first day of the first month following the employee's anniversary date. The seniority date of an employee is considered the same as the vacation anniversary date.
- B. Earned vacation can be accumulated but in no event shall total accumulation be in excess of double one year's credit.
- C. Probationary employees shall accrue vacation during probationary period, but shall be ineligible for such vacation until they become permanent employees and have completed twelve months service.
- D. Vacation leave shall not be used in units of less than one-half day, except when an employee has exhausted all other forms of paid leave accrued and available. In the event an employee has exhausted all forms of paid leave, accrued and recorded vacation time will be available in one hour increments.
- E. When a holiday occurs during an employee's assigned vacation and the employee is regularly entitled to the holiday, it will not be counted as part of the vacation time.
- F. All vacation leave schedules must be filed in the prescribed manner and a response shall be given by the employee's supervising officer within 72 hours of submittal. In approving such schedules, the supervising officer shall consider the needs of the City and seniority. In the event an employee's vacation request is denied, the employee may appeal the denial to the Westcom Director, who shall provide a response to the employee within seven (7) calendar days.

An employee's scheduled vacation may not be cancelled during periods of normal operations of the City. In the event an employee's vacation is cancelled by the City, the employee shall be reimbursed any monetary loss suffered (e.g. nonrefundable reservations) which, after due diligence, the employee is unable to recover.

An employee may reschedule vacation upon giving not less than 48 hours prior notice to the City. Prior notice shall not be required by an employee responding to a court subpoena.

- G. No advance usage of vacation will be permitted.
- H. No vacation time will be accrued during layoff due to lack of work or during a personal leave of absence.
- I. An employee absent from work due to illness for a period not exceeding sixty (60) days shall continue to accrue vacation time. An employee who is injured on the job in the line of duty, shall continue to accrue vacation time while on injury leave.

- J. Accrued but unused vacation will be paid to employees with six or more months of continuous employment upon termination.
- K. Vacation leave must be used. Double pay in lieu of vacation time will not be authorized or granted.

Section 3. Sick Leave. Sick leave shall be credited to employees on the basis of one day per month of service with total accumulation not to exceed 132 days maximum.

A. Usage. Sick leave shall be granted under the following circumstances:

- (1) Physical incapacity not incurred in the line of duty.
- (2) Personal illness, including medical, dental, or optical appointments during working hours.
- (3) Enforced quarantine of the employee in accordance with community health regulations.
- (4) Serious medical condition of the immediate family (spouse, child, parent) upon approval of the Westcom Director.
- (5) Each employee shall be permitted to use up to ten (10) days of accrued sick leave for paternity. Paternity leave may only be used in conjunction with the birth of the employee's child, to assist the employee's spouse in recovery from childbirth, or for placement of a child for adoption or foster care. Paternity leave may be used intermittently in increments of four (4) hours but must be used within the thirty (30) calendar days immediately following the birth or placement of the child. Paternity leave will be treated as FMLA leave and counted against the employee's FMLA leave entitlement.
- (6) Sick leave may be granted for employees to attend funerals subject to the approval of the Westcom Director.

B. Separation.

No compensation for unused sick leave credit shall be made upon separation from City employment except in case of retirement or death of a permanent employee of the city, as prescribed hereinafter.

In the event of an employee's death prior to making an election as set forth in the next paragraph, the employee's beneficiary shall be paid an amount equal to fifty percent (50%) of his/her daily salary based on his/her salary rate at the time of his/her death for each full day of unused sick leave credit the employee has accrued.

In the event of the employee's retirement which meets the requirements of the applicable Federal or State statute, the employee shall, at the employee's option, be credited with an amount equal to or be paid fifty (50%) percent of his/her daily salary based on his/her salary rate at the time of his/her retirement for each full day of unused sick leave credit the employee has accrued. If the employee elects to receive a credit, the credit may only be used for the payment of health insurance premiums for the employee and his/her dependents.

If an employee elects to receive a credit and dies prior to the exhaustion of the credit, the employee's named beneficiary shall be paid the balance of the unused sick leave credit which the employee had accrued. Employees shall designate a beneficiary in writing and file such designation with the Human Resources Department. If an employee fails to designate a beneficiary, the separation benefit will be paid to the estate of the employee.

The separation benefit shall not exceed 50 percent of 132 days.

C. Administration.

- (1) All requests for sick leave shall be made before an employee is scheduled to report for duty.
- (2) the City shall have the right to verify the reported sickness of an employee and may require a doctor's certificate for absence due to illness. Such verification would not normally be expected unless the illness exceeds three days. The certificate shall state the kind and nature of the illness or injury and whether the employee has been incapacitated for said period. If the City requests specifically a doctor's statement, and the certification shows the employee has been incapacitated for the entire period, the City shall pay the costs of such examination. Should the certificate fail to indicate the above, the City shall have no obligation.
- (3) Sick leave shall be chargeable only when used on regularly scheduled work days or work periods. Should a holiday occur during an employee's sick leave and the employee is regularly entitled to the holiday, it shall not be charged as sick leave.
- (4) Upon return to duty from sick leave, the employee shall obtain from his/her immediate supervisor the necessary City form to report actual sick leave utilized; and upon completion of the form, return the same back to the supervisor for his/her signature and transmittal to the Westcom Director.

**ARTICLE 16
FAMILY AND MEDICAL LEAVE**

The City shall provide family and medical leave in accordance with State and Federal Laws.

**ARTICLE 17
MILITARY LEAVE**

The City shall provide military leave in accordance with State and Federal laws, and City Policy in effect on July 1, 2000.

**ARTICLE 18
FUNERAL AND JURY DUTY LEAVES**

Section 1. Funeral Leave. Leave of absence, with pay, not to exceed five (5) working days shall be granted to full time employees in the event of death in the immediate family defined as spouse, parent (including step parents), child, step child, father-in-law, mother-in-law, brother, and sister. Leave of absence, with pay, not to exceed three (3) working days, shall be granted to full time employees in the

event of death to a member of the family defined as daughter-in-law, son-in-law, grandparent, and grandchild.

Section 2. Jury Duty Leave. Leave of absence with pay may be authorized by the Westcom Director, in order that full time employees serve required jury duty for a reasonable period of time. Such periods of time shall be considered as time on duty; however, should all employee be released from jury duty at a time when three or more hours remain in the regular City working day (8:00-4:45), such employee shall return to work within one hour following such release and finish a tour until completion of the regular City work day.

It is agreed that an employee while on jury duty, shall receive as pay from the City of West Des Moines the difference between his/her regular pay, and all monies collected as a result of his/her jury duty, exclusive of those monies received as mileage reimbursement. Said payment shall be made to the employee as part of the regular biweekly pay by the City upon receipt of evidence of actual monies received by the employee from jury duty.

The Union recognizes that shift changes and rescheduling of personnel may be necessary in the event that bargaining unit personnel do participate in jury duty activities.

ARTICLE 19 HOLIDAYS

Section 1. Holidays. During the duration of the contract, Dispatchers and Lead Dispatchers shall be entitled to ten (10) holidays per year as follows:

New Years Day	Labor Day	Day After Thanksgiving
Easter Sunday	Veteran's Day	Christmas Eve Day
Memorial Day	Thanksgiving Day	Christmas Day
Independence Day		

Employees shall be allowed to accumulate up to six eight-hour days of holiday pay to be used in daily increments.

If an employee is placed on a schedule to work a holiday the employee shall receive at least 20 days notice of removal from said schedule. However, the employee would be subject to recall.

Section 2. Casual Day. Dispatchers shall receive one (1) casual day for each twelve months of continuous City service. The Westcom Director or designee must approve advanced use of the employee's casual day off. Casual days may be used in one-hour increments. Casual days or hours shall not be accumulated from year to year.

ARTICLE 20 LONGEVITY

In addition to the annual salaries, as hereinafter provided, all employees, in the Bargaining Unit shall receive longevity compensation as follows:

After five (5) years of service	\$350
After ten (10) years of service	\$550
After fifteen (15) years of service	\$750
After twenty (20) years of service	\$950

Longevity pay shall be pro-rated and accumulated on a monthly basis but shall be paid on a lump-sum basis on the first pay day in December, for the previous twelve (12) months accumulation or any unpaid portion thereof.

ARTICLE 21 PAY PERIOD

During the term of this Agreement, the City of West Des Moines will retain its policy and procedure of paying employees on a bi-weekly basis.

ARTICLE 22 SUPPLEMENTAL PAY

- Section 1. Command Pay. In addition to other compensation, the City shall pay an additional one dollar and twenty-five cents (\$1.25) per hour to any Dispatcher who is assigned temporarily to the Lead Dispatcher role.
- Section 2. On-Call Pay. In addition to other compensation, the City shall pay to any dispatcher who is assigned to carry the pager in the absence of the Dispatch Supervisor, an additional one dollar (\$1.00) per hour for each hour so defined or classified.

ARTICLE 23 COURT APPEARANCES

All bargaining unit personnel who are called to court when off duty shall be paid additional compensation or credited with C-time as follows:

District Court, Grand Jury, hearings, or any court of law: one and one-half (1½) the hourly rate with a minimum of one hour and commencing when designated by the supervisor in command, plus mileage to and from Court at the mileage rate allowed by the Internal Revenue Service. Time shall commence when reporting to Dispatch Supervisor at the West Des Moines Police Station and finalize upon checking in with the Dispatch Supervisor back at the station. Witness fees due from Court shall be credited to the City. (When released from Court the individual may telephone or radio the Dispatch Supervisor for release from duty, if agreeable to said command officer).

ARTICLE 24 UNIFORM AND CLOTHING PROVISIONS

Uniforms, uniform hardware, and wearing apparel required to be worn by an employee by virtue of departmental rules and regulations, or by special order of the Westcom Director or designee, with the exception of underclothing, socks, shoes, watches or eye glasses, shall be provided by the City.

ARTICLE 25 WAGES

Each full time employee shall be compensated in accordance with the respective classification title and corresponding salary range as set forth in Appendix "A".

For the purposes of Lead Dispatcher, employees will move to their same step that they hold as Dispatcher (e.g. if in Step 3 as Dispatcher, they will move to Step 3 of Lead Dispatcher). Subsequent annual review dates will be (re)established by the date first assigned to the classification.

ARTICLE 26 HOLIDAY PAY

Any employee who works a designated holiday as one of his/her regularly scheduled work days, shall receive one and one-half (1½) times his/her normal hourly rate for all hours worked, plus eight (8) hours of holiday pay. Any employee who is required to work on a designated holiday that is not his/her regularly scheduled work day shall receive two (2) times his/her normal hourly rate for all hours worked, plus eight (8) hours of holiday pay. An employee may elect to take up to eight (8) hours compensatory time in lieu of eight (8) hours holiday pay.

ARTICLE 27 CALL TIME AND EXTRA DUTY

Section 1. Call time. An employee, who is called back to work, or called out to work for any reason other than employee negligence, shall be compensated a minimum of two (2) hours at regular pa. In the event the employee works more than two (2) hours during the callback, he/she shall be paid at time and one-half for the entire period of work. Call time does not apply when an employee is ordered to work beyond his/her regular shift or when a call out occurs less than two (2) hours prior to an employee's regular shift.

Section 2. Extra Duty. Employees who are recalled on duty on the first or third of their regularly scheduled day(s) off, shall be credited with compensatory time or paid at the rate of time and one-half for the days work.

Employees who are recalled to duty on the second of their regularly scheduled days off shall be paid double time or credited with two compensatory days off.

Determination as to whether an employee shall receive pay or compensatory time credit, shall be in accordance with Article 14, Section 2.

ARTICLE 28 INSURANCE

Section 1. Medical Insurance. The City shall offer a comprehensive health and medical insurance plan. The City retains the right to select and change the health and medical insurance carrier. All terms and conditions of insurance coverage provided including eligibility for coverage, coverage period, and dates of premium payments necessary for such coverage period, shall be determined by the insurance carrier. Such plan shall provide for two hundred fifty dollars (\$250) (single) and five hundred dollars (\$500) (family) deductibles and a seven hundred fifty dollars (\$750) (single and family) maximum annual out-of pocket deductible. Employees shall pay ten dollars (\$10) for PPO physician office visits. Effective July 1, 2006, Employees shall pay ten dollars (\$10) for generic drugs, twenty dollars (\$20) for prescription drug charge for formulary drugs, and thirty dollars (\$30) for prescription drug charge for non-formulary drugs.

Employees with single coverage shall pay, through regular payroll deductions, two percent (2%) of the City's established monthly rate for single coverage. City will pay the balance of the single premium. An employee with family coverage shall pay, through regular payroll deductions, eleven percent (11%) of the City's established monthly rate for family coverage. The City will pay the balance of the family premium.

Section 2. Dental Insurance. The City shall provide a dental plan equal to the Delta Dental Plan currently in effect, and shall pay one hundred percent (100%) of the cost of the premium for single coverage for each full-time employee. Family coverage shall be at the option of the employee with any additional premium the responsibility of the employee through payroll deduction.

Section 3. Life Insurance. The City shall keep in effect the present life insurance plan, or a plan equal thereto, throughout the term of this contract. The City will pay one hundred percent (100%) of the cost of the basic insurance offered. If the employee requests additional life insurance through the same carrier, the additional cost will be paid by the employee through payroll deduction.

ARTICLE 29 TRAINING AND CAREER DEVELOPMENT

Section 1. Non-academic Courses. The purpose of this section is to establish policy for employee training and for sending City employees to special outside courses of instruction relating to their employment with the City which does not accrue credit toward a high school diploma or high school equivalency certificate, college degree, law degree, CPA recognition or related educational certification.

- A. The City will, at its direction, provide orientation and on-the-job training for each employee. Upon the recommendation of the Westcom Director, and approval of the City Manager, an employee may be sent to outside instructional courses as a means of upgrading his/her capabilities as a City employee.
- B. The criteria for evaluating a request to attend outside instructional courses shall be that the estimated value to the City from the course is commensurate with the total cost including tuition, transportation, meals, lodging, pay and other expenses; that consideration be given to the quality of both curriculum and the instructors involved so as to be reasonably certain that the course will be practical and usable in City operation; and that in the case of a prolonged course of instruction there will be adequate coverage of the employee's normal duties during his/her absence.
- C. Employee training to improve work performance of the employee in his/her present position, both by means of in-service instruction and outside instructional courses, may be conducted during or after the employee's working hours. If conducted during the employer's time, training such shall be at the City's expense. Training to prepare the employee for promotion shall be on the employee's own time, unless, because of shortages of manpower or other circumstances, it is in the City's interest to use work time.
- D. The employer shall attempt to provide three 60-90 minute in-house training sessions within each six-month period. Attendance at such training sessions when scheduled shall not be mandatory if on other than work time, and if determined feasible by the Department, shall be scheduled immediately preceding or following the employee's tour of duty. Sessions shall be voluntary and not count as time worked in computing overtime or any other time. The Union recognizes the value of such training and shall encourage participation in the training as a benefit to the employee in increasing individual job skills.

Section 2. Academic Courses. The purpose of this section is to establish policy for the academic education of the employee which will benefit both the employee and the City. This policy pertains to courses attended by employee which accrue credit towards a high school diploma or high school equivalency certificate, college degree, college graduate degree, law degree, CPA recognition or related educational certification.

A. Upon request of the employee and approval of the Educational Committee, a permanent full time City employee may participate in the Educational Aid Program described hereafter subject to the following requirements:

- (1) That the course shall directly relate to the employee's current job duties; or any course including electives required for a degree or certificate in a field either directly related to the employee's current duties, or a field in which the employee would have a reasonable expectation of being promoted to while employed with the City. Such course work must be completed at an officially accredited educational institution.
- (2) That the employee shall satisfy the necessary prerequisites established by the Educational Committee and receive approval before enrolling in the course.
- (3) That participation in the Educational Aid Program shall be solely on the employee's time.

B. It is herewith agreed to keep in force the present educational aid program for members of the bargaining unit two thousand one hundred dollars (\$2,100) (effective July 1, 2007) during the term of the contract, under the guidance of a special committee composed as follows:

City Manager or delegated representative

Westcom Director

Human Resources Director or a delegated representative

- (1) Employees shall comply with rules established by the special committee. The rules will provide that a maximum of eight hundred and forty dollars (\$840) will be available in any one fiscal year for educational aid for employees involved in a Master's program. This \$840 allocation will be apportioned on a per capita basis among the eligible employees who apply and will be subject to a requirement that the payment by the City will be equal to fifty percent (50%) of the actual costs which are eligible for reimbursement. If the allocation for employees involved in a Master's program has not been committed by January 15, then the unallocated portion shall be made available to undergraduate applicants on a first come – first served basis.

The remaining educational aid moneys will be provided to employees involved in undergraduate programs and will be paid on a first come – first served basis.

- (2) Funds may be provided only if no state, federal, or private scholarships are available to recipient.

- Section 3. New Positions Created. Whenever the duties of a position are materially changed by the introduction of new machines or processes requiring different skills, any employee affected by the change shall be given a reasonable opportunity to learn to perform the new duties and qualify for status in any new class of positions. Any employee who, after a reasonable training period, qualifies for an appointment in a different class and possesses the specific education and experience requirement, shall be appointed thereto with the same status and seniority which he/she last had in the previous class. Employees who do not qualify for such appointments shall be reassigned to other duties appropriate to his/her class or be laid off in accordance with the provisions of law and Article 11 of the Agreement.

ARTICLE 30 MEMBERSHIP AND CHECK-OFF

- Section 1. Dues. Upon written authorization from any employee, Union dues, which may include initiation fees, shall be deducted from wages and forwarded to the Union in the employee's behalf. No authorization shall be allowed for payment of assessments or fines. The procedure followed in authorizing deduction shall be for each employee to execute a written assignment on the form furnished by the City. Dues shall be deducted in accordance with payroll periods.

Payroll deductions shall be revocable at any time by the employee notifying the City and the Union in writing. Cancellation shall be effective thirty days after receipt of revocation notice.

In the event the Union votes to change the dues formula, the Union shall notify the City at least thirty days prior to the effective date of increase and new authorization forms for each employee must be filed. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgements brought, issued, or asserted against the City as a result of any action taken or not taken by the City under the provisions of this Article. If respective earnings are not sufficient to cover the full withholding, no deduction shall be made. In this connection, all legal and required deductions have priority over Union dues.

- Section 2. Other Programs. In addition to dues, the City agrees to deduct and remit to the Union, such other insurance or health related check-offs, up to three per employee as shall be authorized by the individual employee in writing. In conjunction with said check-off, the Union agrees:
- A. To permit the City to deduct from said check-off payments, a handling and processing charge equal to the actual and reasonable costs of processing and forwarding said check-offs.
 - B. That the City may limit the subscription period for such check-offs other than dues to the first two weeks of January, and the first two weeks of July each year.

ARTICLE 31 SETTLEMENT OF DISPUTES

- Section 1. Grievance. A "grievance" is defined as a dispute an employee or group of employees may have with the City concerning the interpretation, application or alleged violation of the specific terms of this Agreement. Should an employee or

group of employees have a grievance, it shall be adjusted in the following manner:

Step 1. An employee shall present the grievance orally, with or without his steward, to the Dispatch Supervisor, within five (5) working days after the occurrence upon which the grievance is based. The Dispatch Supervisor shall give his/her oral answer to the grievance within five (5) working days after the grievance is presented to him/her.

Step 2. If the grievance is not settled at Step 1, it may be appealed by the aggrieved employee(s) to the Westcom Director or designee within five (5) working days after the Dispatch Supervisor's answer. The grievance shall be reduced to writing, signed by the aggrieved employee(s), and shall specifically state the facts on which it is based, the section(s) of this Agreement allegedly violated, and the relief requested. The Westcom Director shall answer the grievance in writing within ten (10) working days after receiving the grievance.

Step 3. If the grievance is not settled at Step 2, it may be appealed to the Westcom Management Committee Chairperson by the Union upon five (5) days written notice to the Westcom Management Committee Chairperson after receipt of the Westcom Director's answer. The written notice shall be signed by a Union representative, and shall state the specific section(s) of this Agreement to be considered by the Westcom Management Committee Chairperson. The Westcom Management Committee Chairperson shall answer the grievance in writing within fifteen (15) working days.

Step 4. If the grievance is not settled at Step 3, it may be appealed to arbitration by the Union upon ten (10) days written notice to the Westcom Management Committee Chairperson after receipt of the Step 3 answer. The written notice shall be signed by a Union representative, and shall state the specific section(s) of this Agreement to be considered by the arbitrator. When a timely request has been made for arbitration, a representative of the City and a representative of the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon an arbitrator within fifteen (15) working days of the City's receipt of the arbitration notice, the parties shall jointly request the Iowa PERB to submit a list of seven (7) arbitrators. Upon receipt of the list, the parties' designated representatives shall determine by lot the order of elimination and shall, in that order, alternatively strike names from the list, and the remaining person shall act as arbitrator.

Section 2.

Arbitration. An arbitrator selected pursuant to Step 4, Section 1, of this Article shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall issue a written opinion and award. The arbitrator's decision must be issued within 30 days of the arbitration hearing. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. A decision of the arbitrator, within the scope of his authority, shall be final and binding upon the City, the Union and the aggrieved employee(s). The City and the Union will share equally the costs of arbitration, including the fees and expenses of the Arbitrator. Any other expenses shall be paid by the party incurring them.

Issues involving the layoff, suspension, demotion, reinstatement, discharge, displacement, reassignment, or recall rights of employees may be appealed through existing Civil Service Commission procedures or through the procedures contained in this Article. No employee is permitted to utilize both procedures.

With supervisory approval, the Steward and grievant may investigate and process grievances during working time without loss of pay provided, however, that no such activities shall interfere with the normal operations of the City.

The failure of an employee, the Union or its representatives to process a grievance within the time specified in Section 1 of this Article shall bar the further processing of the grievance, and any such grievance shall be considered as settled. The failure of the City to answer a grievance within the times specified above shall constitute a denial of the grievance, permitting an appeal to the next step of the grievance procedure. The parties may, however, mutually agree in writing to extend the time limits at any step of the grievance procedure. In the event the United States mail is used, the mailing of a grievance or the answer thereto shall be considered timely if postmarked within the appropriate time limits.

ARTICLE 32 UNION-MANAGEMENT RELATIONS

All formal negotiations or bargaining with respect to the terms and conditions of this Agreement shall be conducted by authorized representatives of the Union and authorized representatives of the City.

Agreements reached as a result of such negotiations shall become effective only when signed by the authorized representatives of the parties.

ARTICLE 33 SHIFT ASSIGNMENTS – OPERATING PROCEDURES Shift Rotation Schedules

The City agrees that the shift preferences and seniority of employees and the good of the department shall be considered the Westcom Director. The Union agrees that the final decision on shift rotations must remain with the the Westcom Director (and that such decisions are not subject to the provision of Article 31) to insure efficiency of operations. Dispatchers shall be assigned to each of the three (3) duty shifts covering a 24-hour period, and rotated on January 1st and July 1st of each year. Exceptions by the Westcom Director, may apply temporarily due to sickness, vacation or times when special circumstances warrant. Sixty (60) days prior to July 1st and January 1st each dispatcher will notify the Westcom Director, of their 1st and 2nd shift preferences and his/her reasons therefore which will be considered by the Westcom Director, in making shift assignments. Thirty (30) days prior to January 1st and July 1st shift assignments determined by the Westcom Director, will be posted. Employees whose preferences are not granted shall, at their request, be given the reasons by the Westcom Director.


With approval of the Westcom Director or designee, transfers or exchanges on a short-term temporary basis may be permitted provided they are in accord with the overall philosophy contained herein for maintaining a balanced force.

ARTICLE 34 DURATION OF AGREEMENT

The Agreement shall be in effect for a period of three years (3) beginning July 1, 2007 and ending June 30, 2010. This obligation to bargain in good faith does not require either party to submit any proposals or counterproposals.

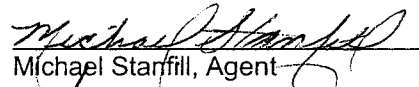
IN WITNESS WHEREOF, the parties hereto have sent their hands this _____ day of _____, 2007.

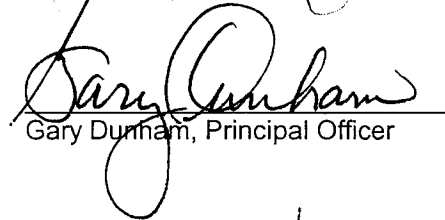
CITY OF WEST DES MOINES

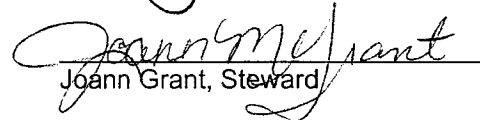

Steven K. Gaer, Mayor


Jody E. Smith
Director of Administrative Services

TEAMSTERS LOCAL #238


Michael Stanfill, Agent


Gary Dunham, Principal Officer


Joann Grant, Steward

**APPENDIX A
WAGE SCHEDULE
2007-10 FY**

Classification	FY0708		FY0809		FY0910	
	Hourly	Salary	Hourly	Salary	Hourly	Salary
Dispatcher						
P	17.77	36,964	18.39	38,257	19.04	39,596
1	18.93	39,375	19.59	40,753	20.28	42,179
2	19.71	40,989	20.40	42,424	21.11	43,909
3	20.73	43,121	21.46	44,630	22.21	46,192
4	21.56	44,843	22.31	46,412	23.09	48,037
5	22.41	46,608	23.19	48,239	24.00	49,928
Lead Dispatcher						
P	18.93	39,375	19.59	40,753	20.28	42,179
1	20.16	41,937	20.87	43,404	21.60	44,923
2	20.99	43,659	21.72	45,187	22.48	46,768
3	22.08	45,919	22.85	47,526	23.65	49,190
4	22.96	47,749	23.76	49,420	24.59	51,150
5	23.87	49,644	24.70	51,381	25.57	53,179
6	25.88	53,820	26.78	55,704	27.72	57,653

LETTER OF AGREEMENT

Mr. Mike Stanfill
Vice-President
International Brotherhood of Teamsters
Local 147
2425 Delaware Avenue
Des Moines, IA 50317-3580

Re: Schedule of Work – Westcom Employees

Dear Mike:

Please consider this to be a letter of agreement between the City of West Des Moines, Iowa and the International Brotherhood of Teamsters, Local 238 regarding the schedule of hours for Westcom dispatch employees.

The City and the Union hereby agree that effective immediately and until June 30, 2010, the dispatch employees in Westcom will work one of two schedules: eight (8) hours per day with a thirty (30) minute paid lunch period and a regular assignment of eighty (80) hours in a pay period, or twelve (12) hours per day with a thirty (30) minute unpaid meal period and a regular assignment of eighty and one-half (80.5) hours in a pay period (including 0.5 hours of overtime). Dispatchers who work a 12-hour schedule will record 11.5 hours of work for each regular shift of work, provided they receive a thirty (30) minute meal period.

Dispatchers will be credited with vacation, holidays, and paid leaves of absence as provided by the Contract. Wherever such benefits are provided in days, they will be converted to hours and all dispatchers will receive the same number of hours of benefit. Eight hour dispatchers who use vacation, holidays, and paid leaves of absence will record each full day off as 8 hours; twelve hour dispatchers who use vacation, holidays, and paid leaves of absence will record each full day off as 11.5 hours. All dispatchers will be credited with 8 hours per year for a casual day.

For each holiday on which they perform no work, dispatchers who work a 12-hour shift will receive 8 hours of compensatory time. For each holiday on which they perform work, dispatchers who work a 12-hour shift will receive one and one-half times their regular hourly rate of pay for each hour worked on the holiday and will also receive 8 hours of compensatory time.

Dispatchers may use vacation and compensatory time in hourly increments.

Shift assignments will be determined by seniority, subject to the understanding that there must be a sufficient number of dispatchers on each eight or twelve hour shift to meet the staffing requirements of Westcom. When a dispatcher terminates employment, the individual hired to replace that dispatcher will be assigned to the same length of shift (8 or 12 hours).

This letter of agreement is not precedent setting with regard to any matter which it addresses and will terminate on June 30, 2010, unless it is extended by written, mutual agreement between the City and the Union. Neither the letter of agreement nor the agreement itself may be used by either party in any legal proceeding, or Public Employment Relations Act proceeding. Please contact me if you have any questions concerning this letter.

Jane Pauba Dodge
Human Resources Manager